

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0600072

PRINT DATE: 08/21/19

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

CORPORATE MAILING SERVICES INC
1625 KNECHT AVE

BALTIMORE, MD 21227
(410) 242-7356 EXT 106

REFER QUESTIONS TO:

FRANCINE JACKSON
(410) 767-3039
FRANCINE.JACKSON@MARYLAND.GOV

ITB:

EXPR DATE: 08/30/22
POST DATE: 08/15/19

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT FOR PRESORT MAILING
00IT821041 / MDDGS31045308

VENDOR CONTACT: JENNIFER HOYER (CUSTOMER SERVICE SUPPORT MANAGER)
PHONE: 410-501-1153
EMAIL: JENH@WHYCMS.COM

THIS CONTRACT IS FOR PRESORT MAILING FOR STATEWIDE USING AGENCIES.

CONTRACT TERM: THREE (3) YEARS BEGINNING AUGUST 16, 2019
THROUGH AUGUST 31, 2022, WITH TWO (2) ONE (1)
YEAR RENEWAL OPTIONS.

AMOUNTS PROVIDED ARE ESTIMATES ONLY AND DOES NOT GUARANTEE A
MINIMUM OR MAXIMUM NUMBER OF UNITS OR USAGE IN THE PERFORMANCE
OF THIS CONTRACT.

ATTACHED TO THIS BPO IS SECTION 3, SCOPE OF WORK, THAT PROVIDES
THE FULL SCOPE OF PRESORT MAILING REQUIREMENTS OUTLINED IN THE
IFB DATED JUNE 17, 2019.

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TERMS (cont'd):

ORIGINAL FUNDING PROVIDED THROUGH "USERS" THROUGHOUT THE STATE.

THERE IS A 30% MINORITY BUSINESS ENTERPRISE (MBE) GOAL ASSIGNED TO THIS CONTRACT.

PLEASE RETAIN ALL DOCUMENTS FOR FUTURE REFERENCE.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED-TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORT PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

1. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE SHALL IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, TEN (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

3. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT

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TERMS (cont'd):

ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

(5) PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

(6) PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF

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MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821041/ MDDGS31045308 SHALL BE INCORPORATED HEREIN BY REFERENCE.

SHOULD THE STATE EXERCISE THE RENEWAL OPTIONS, THE TERMS AND UNIT PRICES SHALL BE AS FOLLOWS:

OPTION YEAR #1: SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023.

UNIT PRICES:

0.03- NEXT DAY LETTER MAIL PRESORT METERED
0.09- NEXT DAY FLAT MAIL PRESORT METERED
0.03- NEXT DAY STANDARD MAIL PRESORT METERED
0.03- NEXT DAY PERMIT MAIL PRESORT METERED
0.05- NEXT DAY CERTIFIED MAIL PRESORT METERED

OPTION YEAR #2: SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024

UNIT PRICES:

0.03- NEXT DAY LETTER MAIL PRESORT METERED
0.09- NEXT DAY FLAT MAIL PRESORT METERED
0.03- NEXT DAY STANDARD MAIL PRESORT METERED
0.03- NEXT DAY PERMIT MAIL PRESORT METERED
0.05- NEXT DAY CERTIFIED MAIL PRESORT METERED

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	91559	EA		
MAIL SERVICES, EXPRESS.				
NEXT DAY LETTER MAIL PRESORT METERED. UNIT PRICE 0.03				
0002	91559	EA		
MAIL SERVICES, EXPRESS.				
NEXT DAY FLAT MAIL PRESORT METERED. UNIT PRICE 0.09				
0003	96224	EA		
COURIER/DELIVERY SERVICES				
NEXT DAY STANDARD MAIL PRESORT METERED. UNIT PRICE 0.03				
0004	96224-COURIE	EA		
COURIER/DELIVERY SERVICES				
NEXT DAY PERMIT MAIL FIRST CLASS PRESORT. UNIT PRICE 0.03				
0005	91559	EA		
MAIL SERVICES, EXPRESS.				
NEXT DAY CERTIFIED MAIL PRESORT METERED. UNIT PRICE 0.05				
0006	91559	EA		
MAIL SERVICES, EXPRESS.				
0007	91559	EA		
MAIL SERVICES, EXPRESS.				
END OF ITEM LIST				

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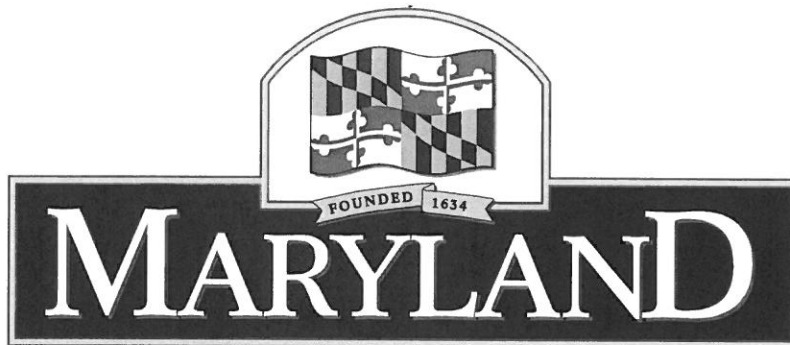
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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE



DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BIDS (IFB)

SOLICITATION NO. MDDGS31045308 / 001B0600072

Issue Date: June 17, 2019

**STATEWIDE CONTRACT
For
PRESORT MAILING SERVICES**

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

This specification pertains to the provision of the Maryland Department of General Services (DGS), with a contract to provide Presort Mail Service for the Department of General Services Managed Facilities. In addition to facilities managed by the State of Maryland's Department of General Services, this contract shall be made available for use by other Agencies or Institutions of the State of Maryland, referred to as "Users".

The State is issuing this solicitation for the purposes of:

Soliciting bids to establish a term contract with a Contractor to pick up First Class Letters, Flats, Standard Mail, Permit and Certified Metered Mail from participating agencies at USPS Presort/Bar-Coded discount mail rates, presorted and presented to the USPS facility in accordance with the following and attached terms, conditions and requirements as specified herein. "Users" that are currently participating and their anticipated yearly volumes are listed in **Attachment U** (Participating State Agencies and Estimated Volumes).

3.2 Scope of Work - Requirements

3.2.1 CONTRACT REPRESENTATIVE

3.2.1.1 The Contractor shall designate a Contract Representative (CR) for the contract.

The Contractor Representative shall:

- A. Have the ability to speak and write clearly in English.
- B. Have experience as a supervisor on a contract of this size and magnitude.
- C. Be designated for each participating agency.
- D. Be responsible for coordinating the services detailed in these specifications.

3.2.2 CONTRACTORS PICKUP AND DELIVERY REQUIREMENTS

3.2.2.1 The Contractor shall provide pick up of **USPS** properly metered mail from the State using agencies designated by the contract, at the locations designated by participating agencies or any alternate location designated by the agency.

3.2.2.2 Pick up times shall be scheduled and arranged by mutual written agreement between the State using agency and the Contractor. It shall be the Contractor's responsibility to contact and coordinate pick up times with all the State using agencies, prior to contract start up.

3.2.2.3 The Contractor shall pickup all mail between the hours of 3:00 p.m. and 4:30 p.m. All mail picked up during this time period shall be postmarked by the State Agency or Institution with the date of the next business day. The Contractor shall be responsible for presorting/bar-coding and transporting this mail to the presort acceptance unit of the USPS prior to the cut-off time for presort acceptance on the postmarked date.

- 3.2.2.4 All residual mail that does not qualify for pre-sort discounts shall be processed in accordance with the USPS rate within twenty-four (24) hours of receipt from the agency and delivered to the processing facility. The Contractor shall Pre-Pay all residual charges due to the USPS, for all mail not qualifying as presort, thereby guaranteeing a one hundred (100%) percent qualification on all pre-sort-able daily mail. The residual /prepaid charges shall be reported to the participating State agency, on the weekly invoice for payment.
- 3.2.2.5 Return at no cost to the participating State agency/institution any certified/International or insured mail of any kind.
- 3.2.2.6 Sort each piece of mail into zip code sequence /zip + 4 / 3-digit barcode / 5 digit barcode.
- 3.2.2.7 Guarantee that all sorting/bar coding is performed according to the requirements of the USPS, and that the mail is delivered to the proper USPS designated facility by the appropriate deadline. All services shall be performed within the State of Maryland (see Section 3.2.2.17).
- 3.2.2.8 Contractor shall treat ALL pieces of mail processed under this contract as confidential and shall exercise all reasonable care and precaution to prevent any information derived from such items while in the possession of the contractor from being disclosed to any other party.
- 3.2.2.9 The contractor shall provide to each participating State User a three (3) part receipt form which contains the following information:
- a. Date of pickup
 - b. Agency name and address
 - c. Agency/Institution's Contract Representative and Courier's signature
 - d. Any other information necessary to insure the integrity and accuracy of the volume.
 - e. Refund Amount for Residual Mail not qualifying as presort.
- 3.2.2.10 Distribution of the receipt copies shall be as follows:
- a. First copy of the receipt shall be provided to the User at the time of pickup.
 - b. Second copy of the receipt shall accompany the weekly invoice to the User.
- 3.2.2.11 Prior to the effective date of the contract, the Contractor shall have all the necessary equipment and personnel, inclusive of the security requirements at the facility for which work will be performed under this contract.
- 3.2.2.12 Contractor's facility shall be located within the Baltimore/Annapolis Metropolitan area.
- 3.2.2.13 The Contractor shall provide online National Change of Address (NCOA) updates for all mail processed under this contract, applying new forwarding addresses as required and forwarding any mail marked "Do Not Forward" back to the originating Agency.
- 3.2.2.14 The Contractor shall provide all trays and mail cages to various agencies at no charge.
- 3.2.2.15 Pre-Sort mail services under this contract shall be performed within the State of Maryland. Any mail taken out of the State of Maryland to be processed or postmarked shall be considered a breach of contract and shall be cause to consider the Contractor in default.

- 3.2.2.16 Pre-sort mail must be presented and processed through the main Baltimore SCF Postal Facility
- 3.2.2.19 ALL mail must be in full compliance and use the USPS Intelligent Mail Barcode (IMB).
- 3.2.2.20 Failure to present to the USPS Presort Acceptance Unit (USPS-PAU) prior to the scheduled cut-off time of the postmarked date shall require the Contractor to incur any additional postage penalties. The State will not reimburse the Contractor for these additional charges.
- 3.2.2.21 Failure of the contractor to be fully operational at the scheduled facility by the contract start date, shall be considered a breach of contract and shall be cause to consider the Contractor in default.

3.2.3 REPORTING REQUIREMENTS

- 3.2.3.1 The Contractor shall have the capability to provide annual and monthly reports expressing the totals for all State Users under this contract.
- 3.2.3.2 Within five (5) days of award, the Contractor shall provide a daily pickup schedule for all participating Users to the Procurement Officer and to each participating agency.
- 3.2.3.3 Within the first 90 (ninety) days of the contract and/or within 60 (sixty) days of the addition of any new participating State User, the Contractor shall determine the OCR (Optical Character Reader) Readable status of individual mail streams for each participating User, and shall provide each participating User, with a report of the OCR readability of their mail, inclusive of the Contract Monitor:
- A. The OCR readability report shall include, but not be limited to, the following information:
1. Percentage of mail that is OCR readable
 2. Volume of mail tested
- B. Upon request, by any participating State User, the contractor shall provide:
1. Instructions,
 2. Printed material,
 3. and guidance for the purpose of increasing volume of OCR readable mail.
- 3.2.3.4 The Contractor shall provide, no later than the 10th day of each month, a single report detailing each participating Users monthly volume and cost savings generated by presorting to the Contract Monitor (CM).
- 3.2.3.5 The report shall be provided in Microsoft Excel or compatible electronic spreadsheet format and shall include, but not be limited to, the following:
- A. Agency Name & Pickup Location
- B. Contact Person
- C. Monthly and Year to Date Billing Amount and Cost Savings

D. Daily mail delivered to the USPS within 24 hours

1. Lettered Mail
2. Flat Mail
3. Standard Mail
4. Permit Mail
5. Certified Mail

3.2.3.6 The Contractor shall provide the State agencies and the Annapolis mailroom with a weekly breakdown of all of the mail by Agency and the various Zip Code categories they fall under. The weekly breakdown shall be submitted to the Contract Monitor or designee.

3.2.3.7 The Contractor shall on a weekly basis supply to each State User, an operations analysis that defines the following information for each Agency.

A. Total mail pieces processed,

B. Total mail pieces that qualified for the USPS first class Next Day Letter, Flat, Standard, Permit or Certified Mail Presort,

C. Total Mail pieces that are unqualified, inclusive of the total savings per invoice.

3.2.4 CONTRACTOR'S SECURITY REQUIREMENTS

NOTE: All of the requirements and control mechanisms are directly from the Presort Mail Security Standards/U.S.P.S., Inspectors Services for Presort Mail.

The Contractor shall:

3.2.4.1 Provide a Security control manual and submit it at the request of the Procurement Officer showing the company's planned procedures and responsibilities. Employees must have a dedicated entrance and a security camera solely for this site.

3.2.4.2 Provide a secured staging area within an access-controlled building in view of a Supervisor and a dedicated camera if secured mail is kept overnight.

A. Emergency doors shall have certified alarms that are monitored and responsive to an outside agency.

B. The system shall be tested two (2) times a year and a log shall be maintained to document this testing.

C. Shipping and receiving docks shall be located so that public access is not possible while either activity is taking place and these doors must not remain open when not in use.

1. The exterior dock area shall be secured with fencing or drive-in dock area.

2. Closed circuit cameras must be strategically placed so that all areas where theft might occur are recorded. This must including loading docks, staging areas, and employee exits. A system that utilizes color, a multiplexer, and an additional VCR (video cassette recorder) for viewing tapes is recommended.

3. All video tapes shall be maintained for at least six (6) months.

3.2.4.3 Transportation Security:

- A. Only vehicles that are marked shall be used to pick up and deliver mail.
- B. All personnel assigned to transport mail using the company vehicles, shall wear identifiable company uniforms and possess secure company identification.
- C. Each vehicle shall have a high security lock.
- D. Accountable keys shall be issued only to authorized personnel.
- E. The Contractor shall develop a contingency plan that shall be located in each vehicle for the driver's to implement and use in response to vehicle breakdowns and delays.
- F. All drivers shall be instructed to contact their base facility immediately to apprise management of any abnormalities or emergencies.

3.2.4.4 One (1) Hour Plan for Vehicle Repair and/or Replacement

- A. Shall be developed and conveyed to the Contract Monitor.
- B. The Contractor's vehicles shall be designed to restrict the driver's access to the mail contents in the vehicle.
- C. Changes in transporting personnel shall be reported immediately and communicated to all agencies, customers and suppliers for security purposes and to prohibit unauthorized access by employees and/or former employees.

3.2.5 REJECTED MAIL

3.2.5.1 Mail pieces that have the address blanked out or the mail that has an undeliverable address, a foreign address or mail that needs additional postage; mail of this type shall be returned to the sender within seventy-two (72) hours from the date of pickup.

3.2.5.2 Mail that has an undeliverable address/name or mail pieces deemed in anyway eligible for "move update compliance" must be identified, Fast Forwarded & Out-Sorted.

3.2.6 INSPECTION

Prior to the award of a contract, representatives of the State shall be scheduled for a tour of the potential contractor's facility in order to ascertain the capability of the contractor's successful performance on this contract.

3.2.7 STATE USING AGENCIES RESPONSIBILITIES & REQUIREMENTS

3.2.7.1. ALL STATE USING AGENCIES SHALL:

- A. Set up their own account with the Contractor.
- B. Attach metered postage to each piece of mail with the correct rate and date.

- C. Use a permit imprint for postage payment. This permit shall either be the Agencies own EPS permit with USPS; OR the Contractor's EPS permit account (which will save on annual permit fees).
- C. Endorse ALL MAIL with the presort imprint required by the USPS.
- D. Ensure that all mail items for pick up are in approved USPS trays, furnished by the Contractor, faced in random zip code order with a maximum weight of two (2) ounces.
- E. Ensure that ALL mail pieces over the maximum weight of 2.1 ounces to seven (7) ounces are put in separate trays. Tray size shall be: Two (2) feet trays approved by the USPS.
- E. Separate Flats from Standard mail.
- F. Release mail to be processed in accordance with the agreed schedule.
- G. Agree to pay for residual postage on mail pieces that are not qualified for the presort/bar coded discount in accordance with the USPS regulations.

3.2.7.2 Volume Requirements for State Agencies

- A. Using agencies benefiting from the discounts offered under the resulting contract, shall have a minimum of 10,000 pieces of mail processed on a weekly basis.
- B. All agencies are strongly encouraged to commingle their mail with other agencies in close proximity, to establish a single pickup point, in order to obtain discounts. Agencies may also drop off mail at the vendor's facility regardless of volume requirements, to achieve discounts.

3.2.7.3 Address Format

- A. Shall be typed or printed for processing on automatic equipment
- B. Shall not contain punctuation marks, except for the hyphen in the Zip Code (Zip + 4).
- C. Shall be formatted with a uniformed left margin, unless designated by the USPS.
- D. Intersection addresses shall not be used.
- E. P. O. Box and Street addresses shall not be used together.
- F. The rectangle containing the address shall be positioned as follows:

Minimum of 5/8" from the bottom edge of the envelope to the bottom of the last address line, to a maximum of 2-1/4" to 2-3/4" from the bottom edge of the envelope to the top of the first address line.

3.2.8 CONTRACT USAGE

This contract shall be available for use by other agencies of the State of Maryland, that within this specification meet the minimum volume requirement described, and that comply with all the agency requirements listed above.

3.2.9 TRAINING REQUIREMENTS

The successful contractor shall be required to coordinate and provide within 30 (thirty) days of contract award, a training seminar to key members of each using agency's staff. A list of attendees will be generated by each using agency. The location for this training will be specified by the using agencies.

3.2.10 ADDITIONAL USERS

Additional users may be added or deleted from the contract at any time. When Users are added or deleted, the Procurement Officer shall be notified in writing by the Agency. This notification shall name the specific agency or institution to be added or deleted. These "Users" will be added or deleted at no additional charge to the Department of General Services. New Users shall be granted the same terms and pricing.

3.2.11 QUANTITIES

The State of Maryland cannot guarantee the quantities for letters and OCR readable mail that shall be pre-bar coded. The volumes supplied by the Users listed are estimates only and does not guarantee a minimum or maximum number of units or usage in the performance of this Contract. The Contractor shall provide services at the contract prices for actual volumes as presented by each State agency, regardless of whether such total quantities are more or less than those shown.

3.2.12 HOLIDAY SCHEDULE

A. Presort Mailing Services shall be provided Monday through Friday, except on the following State holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Presidential Election Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day, and the
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

and any other State designated holiday.

3.2.13 BUILDING CLOSURES

- A. Whenever State employees are excused early as the result of heavy snow accumulation or hazardous conditions, the Contractor must make every reasonable effort to continue to provide presort mailing services, unless the Contractor is authorized by the Contract Manager to suspend services due to inclement weather.
- B. The Contractor shall not receive payment for the time services are suspended as a result of inclement weather on these days. The time for suspended services shall be deducted from the Contractor's invoice for the week during the service suspension occurs.

3.2.14 Reductions For Non-Performance Or Failure To Meet Standards:

The following reductions shall be used in adjusting the Contractor's invoice when the Contractor fails to perform any task required in these specifications or performs any task below the standards as required in these

specifications.

- a. *First occurrence* - written documentation notice from the Contract Monitor to the contractor.
- b. *Second occurrence* - written documentation and deduction of 1/60th of monthly invoice amount.
- c. *Third occurrence* - written documentation and deduction of 1/30th of monthly invoice amount.
- d. Reductions for "No Shows" may be based on the normal number of Contractor's personnel assigned to the building multiplied by the hours normally worked by the Contractor.
- e. Reductions for below standards work may be made if, after the second documented notification, the Contractor has not corrected the deficiency and State workers are assigned to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.
- f. Reductions for non-performance may be made if the task was not done and State workers have to be assigned immediately to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.
- g. The referenced conditions (examples) may result in Termination of Contract for Default by the Procurement Officer.

3.2.15 Disputes Arising From Reductions:

- a. Should the Contractor dispute the validity of a reduction determination made by the Contract Monitor, he may appeal the reduction to the Superintendent within seven (7) calendar days of receiving notice of the reduction.
- b. The Superintendent will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the Contractor.
- c. Should the Contractor disagree with the decision of the Superintendent, the Contractor may appeal the Superintendent's decision to the Assistant Secretary for Facilities Operations and Maintenance, Annapolis Public Buildings and Grounds, 29 St. John's Street, Annapolis, Maryland 21401 within seven (7) calendar days of the receipt of the Manager's decision.
- d. The Assistant Secretary for Facilities Operations and Maintenance shall review all documentation, evidence and arguments of the Contractor and the Contract Monitor and make a written determination as to the validity of the reduction within seven (7) days of receiving the appeal from the Contractor.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

3.3.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 Criminal Background Check

Contractor Is Responsible for Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Monitor.

3.6 Invoicing

3.6.1 General

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:
- Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number
 - State assigned Contract number;
 - State assigned (Blanket) Purchase Order number(s);
 - Services provided; and
 - Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with

the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

3.6.2.1 The Contractor shall submit invoices in accordance with the following schedule:

3.6.2.2 Invoicing shall be represented by a *weekly total of all mail processed* for each individual agency or institution.

3.6.2.3 Each individual State using agency shall be required to set up its own account with the vendor.

3.6.2.4 At the end of each week, the Contractor shall send each individual using agency an invoice for mail services provided over the preceding week, which shall reflect the total pieces for each individual agency, the total residual postage added for each individual agency, the total machine rejected mail for each individual agency, and the total charge for each individual agency.

Invoices for the Department of General Services shall be addressed as follows:

**Department of General Services
Fiscal Services Division / Accounts Payable
301 West Preston Street. Room 1309
Baltimore, MD 21201**

“Invoices are due by the 15th of the month following the month in which services were performed.”

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. **Accountable Keys** – keys that grant direct or indirect access to dedicated workforce entrances, secured staging areas, etc.
- b. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- c. **Bidder** – An entity that submits a Bid in response to this IFB.
- d. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- e. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- f. **Consecutive** – uninterrupted services provided from one year to next.
- g. **Continuous** – period of time when the contractor has maintained work for a client.
- h. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.

- i. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- j. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- k. **Contract Representative (CR)** responsible for coordinating the services detailed in the specifications.
- l. **Contractor** – The selected Bidder that is awarded a Contract by the State.
- m. **Department** – The Department of General Services.
- n. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
- o. **First Class Flats** – Includes mail with the following dimensions:
 - Height: 6 1/8” minimum – 12” maximum
 - Length: 11 1/2” minimum – 15” maximum
 - Thickness: 1/4” minimum – 3/4” maximum
- p. **First Class Letter** – Includes mail with the following dimensions:
 - Height: 3 1/2” minimum – 6 1/8” maximum
 - Length: 5” minimum – 11 1/2” maximum
 - Thickness (firmly compressed): 0.007” minimum – 1/4” maximum
- q. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the **Department of General Services**, Solicitation Number **001IT821041/MDDGS31045308** dated **June 13, 2019**, including any addenda.
- r. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- s. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- t. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dgs.maryland.gov – keyword: State Holidays.
- u. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Commencement Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation.
- v. **Pre-Bar coded Mail** - Includes first class letters, flats and parcels, which have been bar coded by the Contractor and does not exceed three (3) ounces in weight.

- w. **Presort** - The process by which mailers group mail by zip code so that it is sorted to the finest extent required by the standards for the rate claimed. Generally, **presort** is performed sequentially, from the lowest (finest) level to the highest level, to those destinations specified by standard and is completed at each level before the next level is prepared. Not all presort levels are applicable to all mailings.
- x. **Presorted Standard** - The postage rate for Standard Mail pieces that are part of a mailing and that meets the minimum volume and preparation requirements.
- y. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- z. **SCF** - Sectional Center Facility routes mail between local post offices and to and from Network Distribution Centers (NDCs)
- aa. **State** – The State of Maryland.
- bb. **Term of Contract** – The anticipated begin and expiration date of a contract period.
- cc. **Total Bid Price** - The Bidder's total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
- dd. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- ee. **USPS** - United States Postal Service
- ff. **Working Day(s)** – Same as “Business Day(s).”

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